

<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p align="center">LEASE AMENDMENT</p>	LEASE AMENDMENT No. 2
<p>ADDRESS OF PREMISES: 250 Delaware Avenue Buffalo, NY 14202-2014</p>	<p>TO LEASE NO. GS-02P-LNY24174</p> <p>PDN Number: PS0035023</p>

THIS AGREEMENT, made and entered into this date by and between **DNC 250, Inc.**

whose address is: **100 Corporate Parkway, Suite 500, Amherst, NY 14226**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to: (1) accept the space and establish the rent and Lease commencement date; (2) reduce the total Building Specific Amortized Capital (BSAC); (3) correct the building address for the additional space on the 1st floor; (4) establish the fully serviced rent; (5) establish the Broker Commission and Commission Credit; (6) provide for a one time lump sum payment for TI Costs above the TI Allowance and prior expenditures.

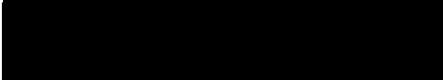
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

1. The space is substantially complete as of April 1, 2017. The Lessor agrees to promptly complete remaining punch list items. The rent commencement date and lease commencement date are hereby established as April 1, 2017. The Lease term shall continue through March 31, 2027, subject to termination rights set forth in the Lease.

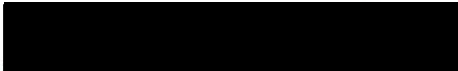
This Lease Amendment contains (7) pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

Signature: 
 Name: Michael J. Montante
 Title: Vice President
 Entity Name: DNC 250, Inc.
 Date: 7/13/17

FOR THE GOVERNMENT:

Signature: 
 Name: Mary Nowobilski
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: July 13, 2017

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Amy Mahoney
 Title: Sales Comm. Manager
 Date: 7/13/17

2. The Government has authorized total expenditures of \$898,499.33 from the Building Specific Amortized Capital (BSAC) allowance. These costs are reflected on the attached Exhibit A. Pursuant to the Lease, the rent is adjusted as set forth below based on the actual BSAC.
3. The Premises, as defined in Lease Paragraph 1.01 A, is modified and replaced as follows:
- A. Office and Related Space: A total of 53,314 RSF, yielding 46,534 ABOASF comprised of 50,232 RSF / 43,844 ABOA SF office and related Space located on the 7th and 8th floors of the Building, and an additional 3,082 RSF / 2,690 ABOASF on the 1st floor of the attached building, 235 South Elmwood, Suite 110.
4. The Rent and Other Consideration, as defined in Lease Paragraph 1.03, is modified and replaced as follows:

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM (5 YEARS)	NON FIRM TERM (5 YEARS)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$1,258,210.40	\$1,258,210.40
TENANT IMPROVEMENTS RENT ²	\$ 304,251.56	\$ 304,251.56
OPERATING COSTS ³	\$ 206,858.32	\$ 206,858.32
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 119,702.22	\$ 119,702.22
PARKING ⁵	\$ 55,336.80	\$ 55,336.80
TOTAL ANNUAL RENT	\$ 1,944,359.30	\$ 1,944,359.30

¹Shell rent calculation:

(Firm Term) \$23.60 per RSF multiplied by 53,314 RSF

(Non Firm Term) \$23.60 per RSF multiplied by 53,314 RSF

²The Tenant Improvement Allowance of \$2,283,749.12 is amortized at a rate of 6 percent per annum over 10 years.

³Operating Costs rent calculation: \$3.88 per RSF multiplied by 53,314 RSF

⁴Building Specific Amortized Capital (BSAC) of \$898,499.33 is amortized at a rate of 6 percent per annum over 10 years

⁵Parking costs are the sum of \$30,916.80 + \$12,000 + \$15,120.00 - \$2,700.00 as described below in sub-paragraph I.


B. Free Shell and Operating Rent Offered: Months 1, 2, 3, and 4 of the initial lease term; therefore the monthly rent for the first four months of the lease will be \$35,329.48 which accounts for the sum of the Tenant improvements and the Building Specific Amortized Capital portion of the monthly rent.

Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 46,534 ABOASF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

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G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The Leasehold interest in the Property described in the Paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

I. The costs made a part of this Lease for parking and [REDACTED] storage spaces are as follows:

1. Augspurger Ramp: 79 total secured and fenced structured spaces. 72 of these spaces have already been accounted for in the rent, but will incur an additional security cost of \$22.60 per space which will amount to an additional \$19,526.40 of rent per annum. The additional 7 spaces at a cost of \$135.60 per space, or \$11,390.40 per annum. The total additional rent incurred for the 79 parking spaces at the Augspurger Ramp is \$30,916.80 per annum.
2. 250 Delaware Avenue, comprised of the following components:
 - a. 42 total secured and fenced structured spaces. 45 spaces were previously accounted for in the Lease at this location however the Agency is giving 3 spaces back therefore the rent will be credited for \$75.00 per space for a total \$2,700 per annum. The 42 spaces already accounted for in the rent will incur an additional security cost of \$30.00 per space which will amount to an additional \$15,120.00 of rent per annum. The adjusted total additional rent for the 42 spaces is \$12,420.00 per annum.
 - b. 4 additional secured and fenced parking spaces and [REDACTED] and the additional rent incurred for the 6 spaces will be \$12,000.00 per annum.

5. The Broker Commission and Commission Credit, as defined in Lease Paragraph 1.04, is modified and replaced as follows:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Savills Studley, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Savills Studley, Inc. with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence in month five (5) of the Lease rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$35,329.48

Month 2 Rental Payment \$35,329.48

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Month 3 Rental Payment \$35,329.48

Month 4 Rental Payment \$35,329.48

(END OF FREE SHELL AND OPERATING RENT PERIOD)

Month 5 Rental Payment \$162,029.94 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.

Month 6 Rental Payment \$162,029.94 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.

Month 7 Rental Payment \$162,029.94 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7th Month's Rent.

6. Tenant improvement costs of **\$4,855,655.69** were established in Lease Amendment No. 1. Subsequently, the Government authorized changes to the scope of work. The Government hereby orders the additional scope of work which totals **\$406,488.02** from RWA# N1514566 and **\$925,581.38** from RWA# N1625947. The detailed list of changes is included on the attached Exhibit B.

Upon completion, inspection and acceptance of the space, the Government shall reimburse the Lessor for the tenant improvements as follows: The Lessor and the Government hereby agree that, based upon the Final Construction Plans and modifications during construction, the cost of the tenant improvements is **\$6,187,725.09**. Of this amount, the total tenant improvement amount to be amortized into the rent is **\$2,283,749.12**, as previously stipulated in Lease Amendment No. 1. The remaining balance shall be paid to the Lessor in two payments upon the Lessor's submission of a proper invoice to the Government. The invoices and payments are summarized below and the associated detailed list of scope is included in Exhibit B.

- Invoice #1: \$2,571,906.57 as authorized and paid in LA#1 PDN #PS0035023, RWA #N1514566
- Invoice #2: \$406,488.02 PDN #PS0035023, RWA #N1514566
- Invoice #3: \$925,581.38 PDN #PS0035023, RWA #N1625947

The Lessor must submit a properly executed invoice at: <http://www.finance.gsa.gov>.

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Mary Nowobilski, Lease Contracting Officer
130 South Elmwood, Suite 420
Buffalo, NY 14201-2310

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN#: see above for the PDN# associated with each invoice

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

7. The Lessor hereby waives future restoration rights as a result of these improvements.

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8. Except as modified in this Lease Amendment, all terms and conditions of the Lease shall remain in full force and effect and in the event that any of the terms and conditions of this Lease Amendment conflict with any terms and conditions of the Lease, the terms and conditions of this Lease Amendment shall control and govern.

INITIALS: MJZ & mn
LESSOR GOV'T